

RATIFICATION, AMENDMENT AND RESTATEMENT OF LEASE TERMS

STATE OF TEXAS)

COUNTY OF CLAY)

This Ratification, Amendment and Restatement of Lease Terms (this "Agreement") is entered into between Clay County, Texas, acting by and through its duly authorized office, the County Judge ("Lessor") and Clay County Pioneers' Association Incorporated, a Texas nonprofit corporation, acting by and through its duly authorized officer, the Chairman of the Nine Man Board ("Lessee") and shall be effective as of the Effective Date set forth below:

Recitals:

A. Lessor and Lessee entered into a lease on July 22, 1952, which is recorded in Volume 184, page 229, of the Deed Records of Clay County, Texas.

B. The real property covered by the lease (referred to herein as the "Leased Premises" is Blocks 29, 30, 41, 42, 43, 44 55 and 56 and the West 215 feet of Blocks 31, 40, 45 and 54, Park Addition to the City of Henrietta, Clay County, Texas as per the plat thereof recorded in Volume U, page 528, of the Deed Records of Clay County, Texas, which real property being further described in a warranty deed from Carl Scheer and wife, Helen Scheer to A. S. Hodges, County Judge of Clay County, Texas recoded in Volume 182, page 409 of the Deed Records of Clay County, Texas.

C. By deed dated March 9, 1953, Clay County deeded Block 56 of the Park Addition to the City of Henrietta, Clay County, Texas ("Block 56") to the Trustees of the Bucky Boyd Post No. 5401 of Henrietta, Texas, of the Veterans of Foreign Wars of the United States (herein referred to as the "VFW") by a deed recorded in Volume 186, page 111 of the Deed Records of Clay County, Texas and Lessee, by an instrument dated March 10, 1953, released Block 56 from its lease of the Leased Premises.

D. On January 1, 1982, Lessor and Lessee entered into a lease agreement with respect to the Leased Premises for a term of 99 years, which lease grants Lessee the option to renew the lease for an additional period of 99 years upon payment, in advance, of a rental of \$1.00 per year.

E. On May 18, 2018, the Trustees of the VFW disbanded and reconveyed Block 56 to Lessor by a deed recorded in Volume 122, page 896 of the Official Public Records of Clay County, Texas; which deed accurately recites the following agreement among the VFW, Lessor and Lessee:

The CCPA [Lessee in this instrument] provided material to the VFW to construct the VFW building on the property deeded to it by Clay County. As a part of the consideration for the providing of such materials, the VFW agreed to allow the CCPA to utilize the VFW

building for events related to the Annual Clay County Pioneer Association Reunion and to transfer the VFW property to the CCPA should the VFW no longer utilize it.

F. Lessor and Lessee now desire to ratify the lease of the Leased Premises, including Block 56 of the Park Addition and all improvements located thereon and to amend, clarify and restate all lease terms.

NOW, THEREFORE, in consideration of \$10.00 paid by Lessee to Lessor and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged on behalf of Lessor and Lessee, the parties do hereby agree as follows:

1. Lessee has heretofore paid Lessor the sum of \$99.00 as rental for the initial term of the 1982 Lease. The receipt and sufficiency of that payment is hereby acknowledged on behalf of Lessor.

2. Lessor hereby leases the Leased Premises to Lessee for a term of years ending on December 31, 2080, for Lessee's exclusive use in carrying out its activities related to the annual Clay County Pioneer Association Reunion and other events determined by Lessee. Lessor agrees that, conditioned upon Lessee's performance of its obligations under this Agreement, that Lessee shall have the exclusive right to peaceably and quietly enjoy the Leased Premises. Lessee shall have the option to renew its lease of the Leased Premises for an additional term of 99 years on or before December 31, 2080. Lessee may exercise this renewal option by providing written notice to Lessor, to the attention of the County Judge, and paying, in advance, a rental of \$1.00 per year for each year of the renewal term. Lessee will quietly deliver up the Leased Premises to Lessor upon the expiration of the lease term or any renewal of that lease term as permitted under this Agreement. The parties agree that all references in this Agreement to the "Leased Premises" shall include Block 56 and all improvements located thereon.

3. Lessee, to the extent permitted by law, agrees to include Lessor as a covered entity under its liability insurance policy covering its operations on the Leased Premises, including all renewals of that policy for the remainder of the original lease term and any renewal of the lease terms.

4. The parties hereby ratify and confirm all terms of the leases they have entered into with respect to the Leased Premises except as expressly modified in this Agreement.

5. The parties agree that an executed duplicate of this Agreement shall, once approved by both parties, be recorded in the Official Public Records of Clay County, Texas,

This Agreement shall be effective on the date it is approved by the Commissioner's Court of Clay County, Texas (herein, the "Effective Date").

[Signature page follows.]

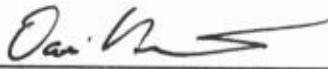
Lessor:

Clay County, Texas

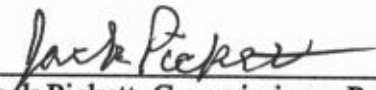
Lessee:

Clay County Pioneers' Association
Incorporated

By: 
Mike Campbell, County Judge

By: , Chairman

By: 
Ben Pharrries, Commissioner Precinct 1

By: 
Jack Pickett, Commissioner Precinct 2

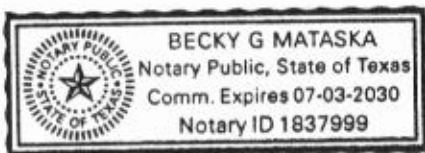
By: 
Retta Collins, Commissioner Precinct 3

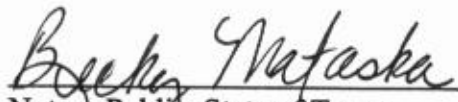
By: 
Chase Broussard, Commissioner Precinct 4

THE STATE OF TEXAS)

COUNTY OF CLAY)

This instrument was acknowledged before me on July 27, 2026 by Mike Campbell, County Judge, on behalf of Clay County, Texas.

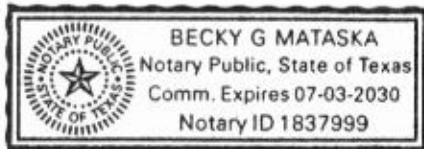



Notary Public, State of Texas

THE STATE OF TEXAS)

COUNTY OF CLAY)

This instrument was acknowledged before me on July 27, 2026 by Ben Pharries, Clay County Commissioner Precinct 1, on behalf of Clay County, Texas.

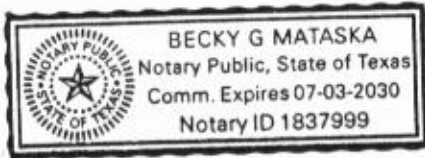


Becky Mataska
Notary Public, State of Texas

THE STATE OF TEXAS)

COUNTY OF CLAY)

This instrument was acknowledged before me on July 27, 2026 by Jack Pickett, Clay County Commissioner Precinct 2, on behalf of Clay County, Texas.

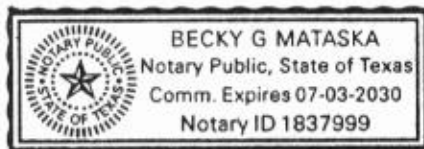


Becky Mataska
Notary Public, State of Texas

THE STATE OF TEXAS)

COUNTY OF CLAY)

This instrument was acknowledged before me on July 27, 2026 by Retta Collins, Clay County Commissioner Precinct 3, on behalf of Clay County, Texas.

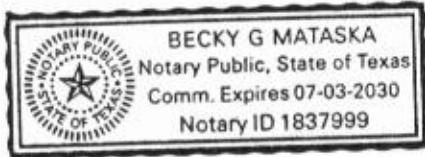


Becky Mataska
Notary Public, State of Texas

THE STATE OF TEXAS)

COUNTY OF CLAY)

This instrument was acknowledged before me on July 27, 2026 by Chase Broussard, Clay County Commissioner Precinct 4, on behalf of Clay County, Texas.

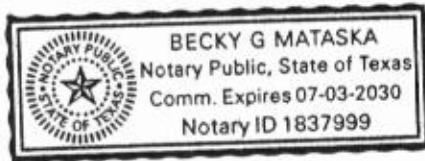


Becky Mataska
Notary Public, State of Texas

THE STATE OF TEXAS)

COUNTY OF CLAY)

This instrument was acknowledged before me on July 27, 2026 by Mike Campbell, Chairman of the Clay County Pioneers' Association Incorporated, a Texas non-profit corporation.



Becky Mataska
Notary Public, State of Texas